

**GENERAL
FACT SHEET**

BRIEF TITLE

REASON

Agreement

DETAILS

Reason for Legislation

Approving an Interlocal Agreement between the City and the County to provide medical services at the Lancaster County Juvenile Detention Center.

Discussion (Including Relationship to other Council Actions)

POSITIONS/RECOMMENDATIONS

Sponsor

Law Dept.

Programs,
Departments, or
Groups Affected

Law
Health Dept.

Applicants/
Proponents

Applicant

Dana Roper
City Department

Law
Other

Opponents

Groups or Individuals

Basis of Opposition

Staff
Recommendation

For

Board or
Commission
Recommendation

CITY COUNCIL
ACTIONS
(FOR
COUNCIL
USE
ONLY)

Lancaster County Clerk

COUNTY-CITY BUILDING
555 SOUTH 10TH STREET
LINCOLN, NE 68508-2803

(402) 441-7481
FAX (402) 441-8728



BRUCE MEDCALF
CLERK

GWEN THORPE
DEPUTY CLERK

DC 7266
RECEIVED
JAN 12 2001
LAW DEPT.

January 10, 2001

Dana W. Roper
City Attorney
575 S 10th Street
Lincoln NE 68508

Dear Dana:

The Lancaster County Board of Commissioners took the following action at their regular meeting on Tuesday, January 9, 2001:

Moved by Steinman and seconded by Workman to approve an agreement with the City of Lincoln to provide medical services at the Lancaster County Juvenile Detention Center. The County will pay a single retaining fee of \$547.24 per month for the Health Department's services, \$39,500 for one full-time registered nurse, \$9,800 for a .25 time registered nurse, \$69.22 per physician's visit and other costs as indicated in the agreement. Term of the agreement is upon date of execution and ending June 30, 2001 (C-01-11). On call Campbell, Steinman, Workman and Hudkins voted aye. Heier was absent. Motion carried.

Respectfully,

A handwritten signature in cursive script, appearing to read "Bruce Medcalf".

Bruce Medcalf
County Clerk

If you would like to see any additional testimony regarding this item, please contact the County Clerk's office for a copy of the minutes.

**PLEASE RETURN ONE FULLY EXECUTED ORIGINAL
DOCUMENT TO THE COUNTY CLERK'S OFFICE TO BE PLACED
ON RECORD**

AGREEMENT BETWEEN THE
LINCOLN-LANCASTER COUNTY HEALTH DEPARTMENT
AND THE LANCASTER COUNTY JUVENILE DETENTION CENTER

NUMBER:
C-01-11
JAN 04 2001
REGISTERED IN THE OFFICE OF

EXHIBIT "A"

THIS AGREEMENT, made and entered into this 1st day of June,
2000, by and between the County of Lancaster, Nebraska, hereinafter referred
to as "County" and the City of Lincoln, by and on behalf of the
Lincoln-Lancaster County Health Department, hereinafter referred to as the
"LLCHD".

WHEREAS, the Interlocal Cooperation Act, Neb. Rev. Stat. 13-801 et seq.
(Reissue 1997), permits units of local government in the State of Nebraska
to cooperate with other localities on a basis of mutual advantage and
thereby provide services in a manner that will best serve local communities;
and

WHEREAS, the County operates and maintains the Detention Center,
hereinafter referred to as "Detention Center", as a detention facility for
juvenile offenders; and

WHEREAS, the County wishes to have medical services available 24 hours
per day, seven days per week, in the event that such services are needed at
the Detention Center; and

WHEREAS, the LLCHD has a qualified physician and is willing to make his
services available to the Detention Center 24 hours per day, seven days per
week.

NOW, THEREFORE, in consideration of the mutual covenants contained
herein it is agreed as follows by the parties hereto:

1) The LLCHD shall provide a physician who shall be available on an
on-call basis, 24 hours per day, seven days per week, to perform physician
services as required by the Detention Center.

2) The LLCHD shall provide 1.0 FTE of a registered nurse on site at the
Detention Center.

3) The LLCHD shall provide in addition the following services:

- a) Development and maintenance of a policy and procedure manual which covers all health practices for the agency. These policies and related procedures will be developed with input and approval from the Detention Center Director or designee. Annual reviews of all policies and procedures will be conducted in accordance with NLN Community Health Accreditation Standards and Corrections Standards.
- b) Development and implementation of staff orientation and inservice education related to drugs, devices and biologicals, medical policies and procedures and other health topics.
- c) Triage sick call at least 5 times per week for acute and chronic health problems. Identified problems will be coordinated with residents' private physicians or with the Health Department physician using established protocols.
- d) Case management of nursing services for all residents experiencing health problems, including:
 1. Intake assessments for new residents, including development of care plans for residents with health problems.
 2. Coordination with Detention Center staff, other Health Department service areas, other mental health providers, community physicians, pharmacy, human service agencies.
 3. Maintain unit dose system for drug administration with contracted pharmacist.
 4. Perform weekly medication reviews for all residents receiving prescription and/or over the counter drugs.

4) Supervisory responsibility for the physician and public health nursing staff will remain with the Health Department in accordance with Health Department policy.

5) a) The Health Department physician shall execute a medical authorization under the terms of which members of the Detention Center staff will be authorized to administer specified non-prescription products, and employ specified methods of treatment in dealing with routine, non-emergency medical problems which arise at the Detention Center. (See attachment I.)

b) Blood levels will be drawn, per physician's order, for residents taking the following medications: Lithium, depokote, thyroid, dilantin, theophylline, thorazine, tegretol and anafranil.

6) The LLCHD will provide preventive Hepatitis B inoculations for: new permanent part or full time Detention Center personnel and LPS contract personnel who have direct contact with residents; temporary on-call JCS personnel as specific exposures to Hepatitis occur and are documented by incident reports.

7) Each party shall be responsible for the acts or omissions of its agents and employees in the performance of this Agreement, and each party hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and its agents, employees, and insurers from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the acts or omissions of its agents or employees in the performance of this Agreement. Each party shall maintain sufficient insurance or self insurance reserves and any applicable malpractice insurance to cover losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the acts or omissions of its agents or employees in the performance of this Agreement.

8) As compensation for such services the County agrees to pay to the Health Department the following sums:

a) A single monthly retaining fee of \$547.24 per month for their services;

- b) A sum of \$39,500, payable in twelve monthly payments of \$3,291.67 for 1.0 FTE registered nurse services provided for under this agreement;
- c) A sum of \$9,800, payable in twelve monthly payments of \$816.67 for .25 FTE registered nurse services;
- d) \$69.22 per physician's visit to the Detention Center;
- e) \$7.41 per telephone conversation with physician;
- f) Physical examination/assessment completed at actual cost;
- g) \$75 or at actual cost, whichever is lower, for each employee Hepatitis B inoculation;
- h) \$40/hour for on site lab services by a lab technician;

Payment shall be made to the LLCHD on a monthly basis following receipt of signed and itemized monthly billing statements which shall specify the names of the patients who were tested, examined and/or treated, and/or the name of the Detention Center staff who received Hepatitis B inoculations as well as dates and charges thereof.

It is the express intent of the parties that this Agreement shall not create an employer-employee relationship, and LLCHD, or any other employee or other person acting on behalf of the LLCHD in the performance of this Agreement, shall be deemed to be independent contractor(s) during the entire term of this Agreement or any renewals thereof. LLCHD shall not receive any additional compensation in the form of wages or benefits from the County or Detention Center which are not specifically set forth in this Agreement.

9) The amounts stated above shall represent the total compensation to be paid to the LLCHD for services provided pursuant to this Agreement, and the County and the Detention Center shall not be responsible for payments of any other expenses.

10) The County and the Detention Center shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, gender, disability, national origin, ancestry, age, marital status, or receipt of public assistance.

11) This agreement shall take effect immediately upon execution by the parties and shall remain in full force and effect through the 30th day of June, 2001, provided, however, that either party may terminate this Agreement prior to that time by giving to the other party written notice of its intention to terminate at least 30 days prior to the proposed date of termination.

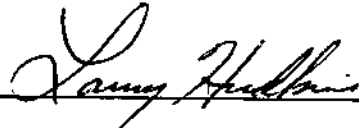
EXECUTED by the LLCHD this _____ day of _____, 20____.

Mayor, City of Lincoln

Director, Lincoln-Lancaster County
Health Department


EXECUTED by the County this 9 day of January, 2001.

Director, Lancaster County
Detention Center


Vice Chairman, Lancaster County
Board of Commissioners

APPROVED as to Form and Legality:

Assistant City Attorney


Deputy County Attorney

ATTACHMENT I

ATTENTION CENTER

MEDICAL AUTHORIZATION

Effective: July 1, 2000

I/We, _____, hereby authorize the staff of the Juvenile Detention Center for Youth to administer non-prescription items including but not necessarily limited to: Ibuprofen; Acetaminophen; Dragel; Certi-lak tabs; Cold Erase Tabs; Vicks chloraseptic spray; Triple Antibiotic Cream; Throat Eze lozenges; Tolnaftate 1% (antifungal spray); Baking Soda; plain Robitussin; Delsym; Calamine Lotion; Hydrocortisone lotion 1%; foot powder/spray; Maalox; Milk of Magnesia; Stridex pads; Debrox ear drops; Lice-All shampoo; Rid shampoo; sunblock lotion 15 SPF and Kaopectate to residents of the facility. All of these over-the-counter or non-prescription items shall be administered to residents of the Detention Center according to directions on the package.

Saltwater gargles may be given to residents for treatment of sore and scratchy throats. Rest and cold packs on the forehead are recommended in the case of nausea or vomiting - although the resident should be closely watched. If nausea, vomiting, head or stomach aches persist and repeated medication is requested, I/we should be notified by staff so that a more accurate diagnosis can be made.

Nursing protocols by the physician may be used by nursing personnel when the resident does not wish to see the physician, or before a physician visit is scheduled.

A physician or pharmacy should be consulted before any internal medications are given to a female resident who is or suspects that she is pregnant.

I/We expect to be contacted in regard to possible sprains. I/we will probably ask staff to observe it overnight before deciding whether to check it personally and/or request X-rays. The injured extremity should be wrapped in an elastic bandage and ice applied for 1-15 minutes every four hours.

If staff have any questions concerning medical complaints or treatment of residents, they should contact us. Whenever it is necessary to contact us, please state the reasons for the call, and whether or not there is an immediate need for our services.

I/We hereby certify that the foregoing authorization complies in all respects with the generally accepted and recognized standards of care and skill exercises by the medical community and we hereby agree to indemnify and hold harmless to the fullest extent allowed by law, the County of Lancaster, Nebraska, and the Detention Center, and their respective agents and employees, from and against all losses, claims, damages and expenses, including attorney's fees, arising out of or resulting from the performance of any act within the scope of the foregoing authorization; provided that this paragraph shall not relieve the County of Lancaster, its agents or employees from liability for their actionable negligence.

This authorization shall remain in effect from

July 1, 2000 to June 30, 2001.

STATE OF NEBRASKA }
 } ss.
County of Lancaster }

Before me, a notary public qualified for said County, personally came _____, known to me to be the identical persons who signed the foregoing Medical Authorization, and acknowledged the execution thereof to be a voluntary act and deed.

WITNESS MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____ 20 ____.

NOTARY PUBLIC

Received by: _____

Date: _____

PHYSICIAN STANDING ORDER

This standing order is written to confirm that the Lancaster County Juvenile Detention Center contracts with me via the Lincoln-Lancaster County Health Department to provide a variety of medical services for juveniles detained pending legal disposition.

This authorization shall remain in effect from

July 1, 2000 until June 30, 2001

Signature of Authorizing Physician

Date